

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BROADCAST MUSIC, INC.; NU SHOOZ
ORCHESTRA LLC; RONDOR MUSIC
INTERNATIONAL, INC. d/b/a/ IRVING
MUSIC; BOY MEETS GIRL MUSIC;
SONY/ATV SONGS LLC; THE BERNARD
EDWARDS COMPANY LLC;
BRIDGEPORT MUSIC, INC.; and EMI
BLACKWOOD MUSIC INC.,

Plaintiffs,

v.

CHOP SUEY, LLC d/b/a CHOP SUEY and
ERIN CARNES, each individually,

Defendants.

No.: 2:22-cv-01262

COMPLAINT

Plaintiffs Broadcast Music, Inc., Nu Shooz Orchestra LLC, Rondor Music
International, Inc. d/b/a Irving Music, Boy Meets Girl Music, Sony/ATV Songs LLC, the
Bernard Edwards Company LLC, Bridgeport Music, Inc., and EMI Blackwood Music Inc.
(collectively "Plaintiffs"), upon knowledge as to Plaintiffs, and otherwise upon information
and belief, hereby allege the following.

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JURISDICTION AND VENUE

1. This is a suit for copyright infringement under the United States Copyright Act of 1976, as amended, 17 U.S.C. Sections 101 *et seq.* (the “Copyright Act”). This Court has jurisdiction pursuant to 28 U.S.C. Section 1338(a).

2. Venue is proper in this judicial district pursuant to 28 U.S.C. Section 1400(a).

THE PARTIES

3. Plaintiff Broadcast Music, Inc. (“BMI”), is a corporation organized and existing under the laws of the State of Delaware. BMI’s principal place of business is 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. BMI has been granted the right to license the public performance rights in 18.7 million copyrighted musical compositions (the “BMI Repertoire”), including those which are alleged herein to have been infringed.

4. The Plaintiffs other than BMI are the owners of the copyrights in the musical compositions, which are the subject of this lawsuit. All Plaintiffs are joined pursuant to Fed. R. Civ. P. 17(a) and 19(a).

5. Plaintiff Nu Shooz Orchestra LLC is a limited liability company. This Plaintiff is a copyright owner of at least one of the songs in this matter.

6. Plaintiff Rondor Music International, Inc. is a corporation doing business as Irving Music. This Plaintiff is a copyright owner of at least one of the songs in this matter.

7. Plaintiff Boy Meets Girl Music is a partnership owned by Shannon Rubicam and George Robert Merrill. This Plaintiff is a copyright owner of at least one of the songs in this matter.

8. Plaintiff Sony/ATV Songs, LLC is a limited liability company. This Plaintiff is a copyright owner of at least one of the songs in this matter.

9. Plaintiff The Bernard Edwards Company LLC is a limited liability company. This Plaintiff is a copyright owner of at least one of the songs in this matter.

1 10. Plaintiff Bridgeport Music, Inc. is a corporation. This Plaintiff is a copyright
2 owner of at least one of the songs in this matter.

3 11. Plaintiff EMI Blackwood Music Inc. is a corporation. This Plaintiff is a
4 copyright owner of at least one of the songs in this matter.

5 12. Defendant Chop Suey, LLC is a limited liability company organized and
6 existing under the laws of the state of Washington, which operates, maintains, and controls
7 an establishment known as Chop Suey, located at 1325 E. Madison Street, Seattle,
8 Washington 98122, in this district (the “Establishment”).

9 13. In connection with the operation of the Establishment, Defendant Chop Suey,
10 LLC publicly performs musical compositions and/or causes musical compositions to be
11 publicly performed.

12 14. Defendant Chop Suey, LLC has a direct financial interest in the Establishment.

13 15. Defendant Erin Carnes is a Governor of Defendant Chop Suey, LLC with
14 responsibility for the operation and management of that limited liability company and the
15 Establishment.

16 16. Defendant Erin Carnes has the right and ability to supervise the activities of
17 Defendant Chop Suey, LLC and a direct financial interest in that limited liability company
18 and the Establishment.

19 **CLAIMS OF COPYRIGHT INFRINGEMENT**

20 17. Plaintiffs repeat and reallege each of the allegations contained in paragraphs 1
21 through 16.

22 18. Since March 2019, BMI has reached out to Defendants over fifty (50) times,
23 by phone, mail, and email, in an effort to educate Defendants as to their obligations under the
24 Copyright Act with respect to the necessity of purchasing a license for the public
25 performance of musical compositions in the BMI Repertoire. Included in the letters were

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1 Cease and Desist Notices, providing Defendants with formal notice that they must
2 immediately cease all use of BMI-licensed music in the Establishment.

3 19. Plaintiffs allege five (5) claims of willful copyright infringement, based upon
4 Defendants' unauthorized public performance of musical compositions from the BMI
5 Repertoire. All of the claims for copyright infringement joined in this Complaint are
6 governed by the same legal rules and involve similar facts. Joinder of these claims will
7 promote the convenient administration of justice and will avoid a multiplicity of separate,
8 similar actions against Defendants.

9 20. Annexed to this Complaint is a schedule (the "Schedule") and incorporated
10 herein is a list identifying some of the many musical compositions whose copyrights were
11 infringed by Defendants. The Schedule contains information on the five (5) claims of
12 copyright infringement at issue in this action. Each numbered claim has the following eight
13 lines of information (all references to "Lines" are lines on the Schedule): Line 1 providing
14 the claim number; Line 2 listing the title of the musical composition related to that claim;
15 Line 3 identifying the writer(s) of the musical composition; Line 4 identifying the
16 publisher(s) of the musical composition and the plaintiff(s) in this action pursuing the claim
17 at issue; Line 5 providing the date on which the copyright registration was issued for the
18 musical composition; Line 6 indicating the copyright registration number(s) for the musical
19 composition; Line 7 showing the date(s) of infringement; and Line 8 identifying the
20 establishment where the infringement occurred.

21 21. For each work identified on the Schedule, the person(s) named on Line 3 was
22 the creator of that musical composition.

23 22. For each work identified on the Schedule, on or about the date(s) indicated on
24 Line 5, the publisher(s) named on Line 4 (including any predecessors in interest), complied
25 in all respects with the requirements of the Copyright Act and received from the Register of
26 Copyrights Certificates of Registration bearing the number(s) listed on Line 6.

23. For each work identified on the Schedule, on the date(s) listed on Line 7, Plaintiff BMI was (and still is) the licensor of the public performance rights in the musical composition identified on Line 2. For each work identified on the Schedule, on the date(s) listed on Line 7, the Plaintiff(s) listed on Line 4 was (and still is) the owner of the copyright in the respective musical composition listed on Line 2.

24. For each work identified on the Schedule, on the date(s) listed on Line 7, Defendants publicly performed and/or caused to be publicly performed at the Establishment the musical composition identified on Line 2 without a license or permission to do so. Thus, Defendants have committed copyright infringement.

25. The specific acts of copyright infringement alleged in the Complaint, as well as Defendants' entire course of conduct, have caused and are causing Plaintiffs great and incalculable damage. By continuing to provide unauthorized public performances of works in the BMI Repertoire at the Establishment, Defendants threaten to continue committing copyright infringement. Unless this Court restrains Defendants from committing further acts of copyright infringement, Plaintiffs will suffer irreparable injury for which they have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that:

(I) Defendants, their agents, servants, employees, and all persons acting under their permission and authority, be enjoined and restrained from infringing, in any manner, the copyrighted musical compositions licensed by BMI, pursuant to 17 U.S.C. Section 502;

(II) Defendants be ordered to pay statutory damages, pursuant to 17 U.S.C. Section 504(c);

(III) Defendants be ordered to pay costs, including a reasonable attorney's fee, pursuant to 17 U.S.C. Section 505; and

1 (IV) Plaintiffs have such other and further relief as is just and equitable.

2 DATED: September 8, 2022

3 BULLIVANT HOUSER BAILEY PC

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5 By /s/ Alexander H. Hill

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10 Attorneys for Plaintiffs

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